

Dairy Industry
Fluid Milk

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

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WASHINGTON OFFICE OF
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Provisions in
Teamster Dairy Contracts

TO: Teamster Locals Having Contracts in the Fluid Milk Industry

A request was made to the Research Department of the International Union for information on provisions in milk delivery agreements dealing with wholesale drop delivery systems or dairy dock pick-ups by customers.

A collection of clauses on this subject, taken from Teamster contracts in various parts of the country, is enclosed. This collection is not to be construed as favoring this method of distribution. Its purpose is merely to make available to our local unions a variety of contract provisions already negotiated in this industry by our local unions.

As in the past, the Research Department is prepared, upon request, to furnish information on contract clauses dealing with other issues and problems of concern to our local unions in the dairy and other industries.

Faternally yours,

Abraham Weiss

Abraham Weiss
Director of Research
International Brotherhood of Teamsters

January, 1962

A. PRESENT DELIVERY METHODS TO CONTINUE, CHANGES SUBJECT TO UNION APPROVAL OR NEGOTIATIONS.

1. Dairy Driver to deliver and display. Union to approve other delivery methods.

All milk and dairy products under the jurisdiction of Local 66 shall be delivered by members of Local 66.

All deliveries to retail outlets shall be placed in refrigerated display cases and shelves by members of Local 66, any and all surplus shall be placed in other areas under refrigeration by the same drivers.

Any other method of delivery must be approved by Local 66.
(IBT Local 66 - Seattle Dairy Foundation 3/1/61 - 2/1/62.)

2. Dairy driver to deliver and display. If channed, parties to negotiate with right to take economic action.

Duties of Wholesale Driver: Deliveries of all milk and dairy products by the employees shall include the placement of such products in display cases, on shelves, and under refrigeration in retail stores and such other tasks as have normally been performed by drivers under full service delivery.

In the event of a breach of the foregoing provision by the employer, or if employees are precluded by any other reason from performing such work, the union and the employers will meet and negotiate for the purpose of finding a solution to the problem of actual or potential loss of employment opportunities, for employees subject to this agreement that less than full service delivery may cause. If no agreement is reached within 30 days, either party is then free to terminate this agreement as to the employer involved and to take such economic or other action that may be open to it.

(IBT Local 302 - Alameda County Milk Dealers Association, 4/1/61 - 4/1/62.)

3. Present dock pickups to continue, no expansion. Employer may reopen agreement if company not covered by agreement in marketing area changes delivery practice. Union right to strike.

42. The present system of delivery with no expansion of dock pick-ups shall be continued and all bottled or packaged products for resale to grocery stores, dairy stores, super-markets, other dairies or other establishments shall be delivered by milk trucks or transports manned by members of Local 39 to the purchasers place of sale, if such place is located within this marketing area. Customers picking up specials, present operations and bobtailer operations shall be excepted. In the event any dairy operation in this marketing area not covered by this agreement threatens or permits deliveries contrary to this clause, this section of the contract may be immediately reopened on written notice to the Union by the Niagara Frontier Unionized Milk Dealers Association or by any Employer or Employers affected. Such Employer or Employers or such Association may then act to protect its interests and in such event the parties may negotiate but the Union reserves the right to strike such Employer or Employers or such Association as may have given such notice.

(IBT Local 39 - Milk Contract, 5/1/61 - 4/30/62.)

4. Parties to negotiate changes as to wholesale commission or rates of pay in event of dock pick-up. No change until agreement reached.

The Employer and the Union agree that should dock pickup or some other delivery method become a serious threat to the present wholesale delivery system, then by serving five (5) days' written notice by either party, negotiations shall begin to determine any changes as to wholesale commission or rate of pay. No change in the then current delivery system shall be made until an agreement is reached. (IBT locals 650 and 828 - Carnation Company, 9/1/61 - 9/1/63.)

5. Parties to negotiate rate for warehouse or tailgate delivery.

In the event the Company finds it necessary to obtain volume store business on warehouse or tailgate delivery basis then this type of account shall be serviced at an alternative rate mutually agreed to by the Company and the Union. (IBT Local 135 - Beatrice Foods, 3/1/61 - 3/1/64.)

6. Agreement reopened if dock delivery threatens wholesale delivery system.

The Employers and Union agree that should dock delivery or some other delivery method become a threat to our present wholesale delivery system, the wholesale section of this Agreement shall be opened to make the necessary adjustments to meet any such competition. Salesdrivers, both wholesale and retail, shall work five (5) days each week. (IBT Local 238 - Dairy Companies, 9/1/61 - 8/31/63.)

7. Prior Union consent before drop shipment method extended. Either party may take action in event of disagreement.

Drop Shipment: 31.0 It is understood that the Company and the Union may by mutual agreement expand or extend the duties of Truck Drivers. In the event the Employer institutes any additional shipments of milk and dairy products by the method commonly known as "Drop Shipment", it is agreed that the conditions concerning such deliveries shall be agreed to by the Union before such deliveries are made. It is the intent of this Article to provide maximum job security for all employees now engaged in the delivery of milk and dairy products during any transition period wherein the method of distribution is changed. In the event the Union and the Company cannot agree on terms and conditions of delivery of any drop shipments, this Contract may be opened immediately for negotiations of this matter. Either party shall be permitted all legal or economic recourse in support of its demands pertaining to this matter notwithstanding any provision in this Agreement to the contrary. (IBT Local 695 - The Borden Company (Wern Farms Branch) 6/1/60 - 5/31/62.)

8. No additional dock pick-ups, except by mutual agreement.
No additional dock pick-ups, in addition to those in existence at the time of signing of this Agreement, shall be permitted except by mutual agreement between Employer and Union.
(IBT Local 361 - Dairy Companies, 4/2/61 - 4/3/65.)

B. NO DOCK PICK-UPS OR DROP DELIVERY IF RESULTS IN LOSS OF JOBS.

1. No dock pick-ups if results in loss of jobs or cut in hours. No commission on dock pick-ups under specified conditions.
"No customer who normally receives milk or dairy products via deliveries by drivers of the Employer will be permitted to pick up products at the Employer's docks or premises whenever that may possibly result in loss of employment of drivers or a reduction in their hours of work."

No commission shall be paid by an Employer on any merchandise purchased for cash or credit and picked up from Employer's platform by:

- (a) Employees of Employer where such merchandise is for the personal use of such employees;
 - (b) Established common or contract carriers for trans-shipment; provided person picking up same holds a Union card in I.B. of T.C.W. & H. of A.
 - (c) Another milk processor located in or outside of the City of St. Louis, provided person picking up same holds a Union card in I.B. of T.C.W. & H. of A.
 - (d) Dairy product distributors, located beyond the limits of Metropolitan St. Louis, and St. Louis County (not served by regular routes of Employer) for distribution beyond said limits, provided person picking up same holds a Union Card in I.B. of T.C.W. & H. of A.
- (IBT Local 603 - Milk Drivers Agreement, 7/1/59 - 7/1/62.)

2. No lay offs if Government Agency requires limited service delivery.

In order to preserve the work and job opportunities of wholesale drivers covered by this Agreement, the Employer agrees that he will not lay off any employee as the direct result of the institution of a form of limited service delivery by the Employer in conformity with an order of the Bureau of Milk Stabilization.
(IBT Locals 87, 517, 386, 439, 150, 137, & 684, J. C. No. 38 9/1/61 - 9/1/62, Fluid Milk and Ice Cream.)

C. DOCK DELIVERY OR PLATFORM PICKUP PERMITTED, SUBJECT TO SPECIFIED CONDITIONS AND RESTRICTIONS

1. Full Commission paid driver when customer on route picks up at dairy dock.

⁹ All commissions paid on wholesale sales will be based on the individual dairy's established list price. Where a product is supplied under a contract and is also available to the general public, the commission shall be paid on the price to the general public and not on the contract price. For the purpose of computing commissions, no dairy products will be sold unless they are placed on the established list price and offered to the general public.

Commissions at the rate of 2 per cent on sales will be paid on all platform deliveries (wholesale) to the route man, who serves the territory in which the customer's place of business is located.

(IBT Local 246 - Dairy Companies, 6/9/60 - 6/6/62.)

2. No sales at dairy platform for resale unless contract conditions observed. Customer determines placement of milk by driver.

Sec. 25. Platform Sales: Employer agrees that, unless required so to do by law or lawful public authority, it will not sell dairy products at its platform to any person, firm or corporation who buys said products for distribution to retail outlets in competition with route salesmen covered by this Agreement and similar agreements with other employers in this area, unless such person, firm or corporation observes and causes its employees to observe substantially the same conditions of employment as those observed by Employer.

Sec. 15. Delivery: In making deliveries of milk to grocery and market customers, it shall be placed at any one of the following points, at the customer's election:

1. Within the confines of grocery store or market.
2. Up to the customer's refrigeration facilities.
3. Into the customer's refrigeration facilities.

(Area Agreement - Master Dairy Agreement, 3/4/62.)

3. Regular commissions paid for customer pickups or dock or platform delivery, except by mutual agreement.

Commissions shall be paid the driver-salesmen in whose area there are promotions, special deliveries, and/or pick-ups by customers of drivers from the source of supply. However, the driver-salesman shall not receive commissions on special deliveries or pick-ups by customers because of negligence on the part of the driver-salesman if such merchandise was available. Any products manufactured for the companies signatories to this agreement for resale by same shall be delivered to the company's place or places of business or shall be picked up by the company and shall be distributed by commission drivers unless other distribution arrangements are made by mutual agreement of the parties hereto.

All merchandise shall be distributed by commission drivers except by mutual agreement between the parties hereto. The foregoing shall not apply to merchandise manufactured for other dairies or distributors for resale by same or for use in manufacturing.

Regular commissions shall be paid on any merchandise sold on drop-offs, platform pick up, dock delivery or platform delivery unless other provisions are made through mutual agreement of the parties hereto. Commissions provided for above shall be paid to the routeman or routemen in whose area the store or stores involved are located. Any dispute arising in the determination of which route man or route men is or are entitled to the commission shall be determined through agreement between the Employer and the Union.

New or changed methods of distribution not described or provided for in this Agreement shall not be put into effect except by mutual agreement of the parties hereto.
(IBT local 563 - Consolidated Badger Cooperative, Fluid Milk and Ice Cream Division - 6/1/61 - 6/1/63.)

4. Chain store delivery rates to be not less than rates for comparable distribution in area, subject to arbitration restrictions on placement of dairy products.

B. Contract Equity: Party of the Second Part agree that they will not enter into any contract with any employer that contains any condition more favorable than is set forth in this contract, and if changes in a contract are made for the benefit of any other signator of this contract, then the Second Party agrees to extend such favorable conditions to the Party of the First Part.

*It is further agreed that when shipments are made, or when a bona fide proposal is made to make shipments, to or for chain stores or cooperative or voluntary group stores within the territorial jurisdiction of the Party of the Second Part, and the circumstances are such that the above paragraph does not apply, any signator to this Agreement may apply to the Party of the Second Part for the establishment of terms and conditions to be competitive with those of the person making, or proposing to make, such shipments. The rate of pay established by agreement between the Union and the applicant or by arbitration as hereafter provided shall not be less than the rate for a comparable type of distribution which is then established in Cuyahoga County. The terms and conditions so established shall apply only to deliveries to the chain stores or cooperative or voluntary group stores involved in the application provided for above.

Written notice shall be given immediately to the Party of the Second Part by any person claiming relief under this section and negotiations to determine applicant's rights shall commence immediately and be concluded with dispatch. In the event such negotiations do not result in agreement within two days after the giving of such notice, the issues shall be submitted to a special Arbitration Board, which shall be constituted in the same manner as the Arbitration Committee provided for in Paragraph A (4) of Article 15.

Such Arbitration Board shall have full power to resolve such issues and the decision of the majority of the Arbitration Board shall be final and binding upon all parties concerned.

D. Service In Stores: Wholesale Drivers shall not be permitted or required to place dairy products in other than auxiliary storage space.

1. Any Wholesale Driver who violates the above mentioned provision shall be subject to the following penalties:

1st offense -- 1 day off

2nd offense -- 1 week off

3rd offense -- 6 months off and loss of seniority.

Wholesale driver-salesmen may be permitted to put milk in other than auxiliary storage places in areas described below:

The Area West of and including Bradley Road, South from Lake Erie and West of Lorain County line to Sprague Road. Driver-salesmen delivering in area where milk may be put in other than auxiliary storage places may work one (1) hour over the hours allowed in this contract without receiving overtime pay, as referred to in Article 3, Section A, of the Wholesale Contract, providing that 60% or more of his stops are in exempted area.

The employer shall furnish one two wheel handling cart if requested by the wholesale driver salesman and shall make such needed replacements due to normal wear and tear. If cart is lost or broken due to negligence it will be replaced at the expense of the employee so responsible.

(IBT local 336 - Wholesale Milk Agreement, 12/31/61 - 12/31/62)

5. Dock delivery limited to 5 per week. Driver to absorb specified portion of discount price. Union may reopen agreement if abused. Contract reopener if delivery method changed.

Sec. 7. In the event it becomes necessary to extend dock delivery service to a wholesale customer, the milk and other products shall be delivered either to store storage or to floor by display case. Driver shall not mark prices as part of service. A maximum of five (5) deliveries per week only shall be allowed. Driver shall absorb one-half (1/2) cent for half-gallons and one-third (1/3) cent for quarts on discount allowed for this type of service. In the event this type of service is abused by Employer soliciting for this type of service, then the Union may re-open Agreement for the purpose of negotiating the discontinuing this participation of employees in discount given.

Sec. 8. In the event that the clause as set forth above is abused through solicitations of this type of business by the Employers, signatories to this Agreement, the Union reserves the right to re-open this Agreement, confining such re-negotiations to the clause as set forth above, to determine whether the employees shall continue to absorb their portion of the cost in extending this type of service.

Sec. 2. This contract may be re-opened on a "twenty four (24) hour notice" in the event there is a change in method of delivery, by either party. If the parties do not arrive at a mutually satisfactory agreement on the proposed amendments or additions, the Agreement shall continue in full force and effect until such time as the parties involved terminate this Agreement on five (5) days' written notice, and nothing in the Agreement shall be deemed to prohibit or prevent a strike or other concerted cessation of employment by the employees covered by this Agreement.

(IBT Local 527 - Dairy Companies, 4/1/61 - 4/1/62)

6. No dock loading or unloading if delays routemen loading or unloading
Section E. Employer agrees that no vans or dock customers will be loaded or unloaded if this holds up retail and wholesale loading or unloading. This will not apply if retail or wholesale driver is late without reason.

(IBT Local 949 - Carnation Company, 1/1/61 - 12/31/62)

7. Routemen not to deliver nor receive commissions if Company offers special prices to customers for dock pick-up.
Section (c) Should the Company, because of an unusual competitive condition, deem it necessary to offer special prices to customers for dock pick-up or volume purchases of the Company's products, Wholesale or Retail Routemen shall not be called upon to deliver such products and the sales of such products and the deliveries thereof shall not be subject to the commission payments, except by Union agreement covering all dairies in the market affected including this Company.

(IBT Local 554 - Roberts Dairy Company, 4/1/61 - 4/1/64.)

8. Wholesale customers may make dock pick ups on Sundays or holidays. Drivers paid on hourly basis.

Section B. No Wholesale Delivery Sundays and Holidays: The Employer and the Union agree that there shall be no delivery to wholesale accounts on Sundays or on the following holidays: New Year's Day, February 22nd, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, except that when any of the aforementioned holidays are observed on Saturday or Monday delivery to wholesale accounts shall be permissible on either the holiday or on the Sunday nearest the holiday. The above prohibition on delivery to wholesale accounts shall include wholesale, retail or private vehicles, however, dock pick-up by wholesale customers shall be permissible. The provisions of this Section shall be applicable within the geographical limits of the Santa Clara Marketing Area only.

(IBT Local 296 - Santa Clara County Milk Dealers Association - 7/1/60 - 7/1/61.)

9. Company option to initiate drop shipment delivery on hourly rate basis. Other conditions specified.
The Company at its option may establish one or more routes on the following basis:

Drop Shipment Delivery: The Driver for this type of delivery shall be guaranteed forty (40) hours per week with time and one-half (1 ¹/₂) over forty hours in any week.

The hourly rate shall be two dollars and seventy-five cents (\$2.75) per hour.

The following conditions shall apply to the Drop Shipment Delivery:

1. No customer invoicing
2. No collections
3. Products to be delivered to storage coolers with no customer service.

When there is an opening or vacancy in the above classification the Employer will post such opening for forty-eight (48) hours.

Such position shall be given only to an employee who has the proper qualifications and whose seniority and performance ability warrant his taking over such duties. However, in no case is the Employer required to make more than one change. In the event that the vacancy is not filled in accordance with above the Employer may fill the position at his discretion.
(IBT Local 40 - Sealtest Foods (Ohio District) National Dairy Products Corporation, 10/29/61 - 10/28/63.)

10. One-half regular commission paid for warehouse delivery.

It is agreed that the Company shall pay one-half the above commission rates on deliveries to public warehouses and/or warehouses from which products are redelivered to stores for resale.
(IBT Local 20 - 10/12/58 - 10/11/62 - Beatrice Foods Co., Gray & White Division.)

HEADQUARTERS

Research Department -
Dairy Industry

DAIRY INDUSTRY

Clauses in Teamster Contracts

Pertaining to

Sale, Lease or Giving Away of Routes

and

Regulation of Vendors or Peddlers

Research Department
International Brotherhood of Teamsters
Washington, D. C.
December, 1961

TO: Teamster Dairy Local Unions

A number of Teamster local unions, particularly in the fluid milk industry, have been confronted by employer attempts to sell, lease or otherwise dispose of existing routes to their present employees. If permitted, this would convert routemen from the status of employees to that of so-called independent contractors or owner-operators. All gains and benefits won for the sales driver, including job security, vacations, holidays, health and welfare and pensions, would be lost by such change.

At the request of several dairy locals, the International Union Research Department has reviewed several hundred fluid milk contracts in all parts of the country to determine the types of provisions in such contracts which either prohibit or restrict the sale of routes, or which regulate the use of vendors or peddlers.

Copies of such clauses, arranged in broad categories, and summarized by a brief headnote are included in this study. The agreements are identified by name of company or association, local union, and effective and expiration dates. The clauses are presented, not as models but as a source of reference for those Teamster local unions who are, or may be, confronted with the problem during negotiations. The purpose of this study is to make available a wide variety of provisions dealing with the sale or lease of routes, or the control of vendors.

In addition to the clauses taken from existing collective bargaining contracts, we have also included a proposed draft of a clause on this same problem, prepared by one of the attorneys. This is to be considered a draft only; it should be checked by your local attorney. The lawyer who drafted this provision indicates that he is very uncertain about the legality of Section 1 (b) of this suggested clause, which follows:

PROPOSED DRAFT

PROTECTION OF STANDARDS

Section 1. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that:

(a) No work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, firm or corporation or non-unit employees unless otherwise expressly provided in this Agreement;

(b) All milk processed, packaged, bottled or otherwise handled at any of the employer's plants and which is sold to any person, firm or corporation located within the jurisdiction of the union shall be distributed, delivered and otherwise handled by wholesale or retail driver-salesmen, as the case may be, who are protected by the terms and conditions of this Agreement.

Section 2. Nothing contained in this Article shall be construed to prohibit, restrict or limit the Employer with respect to the utilization of persons owning and operating delivery equipment in connection with the delivery of milk as defined in Section 1 (b) of this Article if such persons are bona fide employees of the employer and are accorded the full protection of all of the terms and conditions of this Agreement.

Section 3. Any scheme, artifice, device, arrangement, agreement or stratagem to circumvent, avoid or defeat the provisions of this Article shall be void. The possession of any milk as defined in Section 1 (b) of this Article by any person, firm or corporation located within the jurisdiction of the union which has not been delivered, distributed and otherwise handled by driver-salesmen covered by this Agreement shall be prima facie evidence of the existence of a violation of this Article, and the burden of proof shall be upon the Employer to establish the absence of such violation.

These clauses are designed to insure the maximum job security for our members, to preserve their job rights and routes, in an established bargaining unit, against certain kinds of contracting out. It is important to bear in mind that clauses of this type are currently under attack by the National Labor Relations Board. In several pending cases, the Board (or its General Counsel) alleges that they violate Section 8 (e) of the Labor-Management Relations Act -- the so-called "hot cargo" provision. Under this provision of the Act, it is unfair labor practice for an employer and a union to agree "whereby such employer ceases or refrains or agrees to cease or

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refrain from handling, using, selling, transporting or otherwise dealing in any of the products of any other employer, or to cease doing business with any other person..."

In view of these developments, we urge all local unions to review with their local attorneys any clauses in their present contracts dealing with this problem as well as any of the clauses included in this survey, before they adopt or modify such clauses.

Depending on developments in current NLRB and court cases dealing with change of operation and the sale, lease or giving away of routes, local unions may wish to consider a contract clause following the pattern of the owner-operator clause in the Central States Area Over-the-Road Motor Freight Agreement, which first requires owner-operators to be employees and then provides for regulation of their wages, hours and conditions.

I hope that this collection of clauses dealing with the sale of routes will be helpful to all our route-salesmen locals. Circulation of these clauses should in no way, however, be taken to indicate that they are in compliance with Section 8 (e) of the Taft-Hartley Act or that they have the approval of this office. They were collected and compiled, in response to requests, only to indicate the type of protective clause negotiated in this industry in the past.

The International Union Research Department will, upon request, furnish information on contract clauses dealing with other issues and problems of concern to out local unions in the dairy and other industries.

Fraternally yours,

AW:bh
December, 1961

Abraham Weiss
Director of Research
International Brotherhood of Teamsters

A. BAN ON SALE OR LEASE OF ROUTES TO EMPLOYEES

1. No leasing, selling or gift to evade agreement.

The parties hereto agree that the Company shall not use any leasing, selling or giving away device to a third party for the specific purpose of evading this contract.
(IBT - Local 789 - Beatrice Foods Co. Sanitary Milk and Ice Cream Division, 7/3/61 - 7/2/64.)

2. Deliveries to be made by employees under contract, not by independents.

It is further agreed that the delivery of whole milk and milk products for sale at retail or wholesale shall be performed by employees who work in accordance with the terms of this agreement and not by independent truck owners, lessees or others.

It is further understood and agreed that by stating this limitation on the right of the Employer to sub-let or sub-contract work it is not the intention of the parties to extend the right of the individual to take this type of action.
(IBT Local 32 - Dairy Companies Agreement, 4/1/60 - 3/31/63.)

3. Company agrees not to use vendors.

For the purposes of this Contract the following definition will apply:

A Vendor is one who buys and resells milk and dairy products and owns and operates his own equipment by himself. The Employer agrees not to use the vendor method of distribution of dairy products during the life of this Agreement.

(IBT Local 695 - Sun Rise Dairy, 10/1/60 - 12/31/61.)

4. Ban on displacement of employee-operated routes.

a. The Employer agrees that during the life of this agreement, no sales-driver operated route shall be displaced by any sub-dealer, jobber, peddler or contractor.

(IBT Locals 145, 536 and 677 - Mitchell Dairy Company Div. of Borden, 4/1/60 - 4/1/61.)

b. The Employers agree that in order to protect the wage rates and working conditions established in this Agreement for drivers and driver-salesmen, that no route served by a driver or route salesman, subject to the terms and conditions of this Agreement, shall be sold or leased to any employee or other person for the purpose of establishing a franchise operation.

(IBT Local 246 - Dairies, Metropolitan Area, 6/7/60 - 6/6/62.)

5. Ban on use of brokers or distributors.

- a. The Employer agrees that it will not, during the life of this Agreement sell to, or employ, any broker or distributor for the sales or distribution of milk to wholesale or retail outlets in the territory covered by members of Local #497.
(IBT Local 497 - Sealtest Foods - National Dairy Div., Borden Company - Akron Milk Div., & Chestnut Ridge Dairy, 2/1/60 - 1/31/62.)
- b. It is hereby agreed that any Employer subject to this Agreement, shall not, during the life of this Agreement, supply any independent vendors or distributors with dairy products as covered by this Agreement, for the purpose of resale or distribution within the City of Freeport.
(IBT Local #82 - Freeport Dairy Agreement, 5/1/60 - 5/1/62.)

6. No product sold for resale to peddlers.

It is agreed that no dairy product shall be sold for resale to peddlers or so-called independent milkmen or jobbers within the market area covered by this Agreement.
(IBT Local 113 - Canton Milk Dealers Association, 5/1/60 - 4/30/62.)

7. No sale or lease to employees in Metropolitan Area.

No route in the Metropolitan Tucson Area, which has been operated by any employee, shall be sold or leased by the employer to any employee employed by the Company or Companies signatory to this Agreement, during the life of this Agreement. This applies only to employees in the Tucson Metropolitan Area. (IBT Local 310 - Dairy Companies, 10/1/56 - 10/1/61.)

B. Present routes to continue to be operated by company employees. Sublet equipment to be operated by Union members.

ARTICLE 15 SUBLET HAULING. Section A. The Company shall not sublet any hauling or job condition for the purpose of defeating any Article of this Agreement.

Section B. It is further agreed that when the Company sublets, rents or loans its trucks or equipment, such equipment shall be operated by members of Local No. 270, when such equipment is being operated in the presently planned New Orleans metropolitan area routes. The Company guarantees that all routes or jobs that are now being operated by Local No. 270 shall for the duration of this Agreement be operated by employees of the Borden Company, New Orleans, Louisiana.
(IBT Local 270 - Borden Company, 6/1/60 - 6/1/62.)

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9. Deliveries to be made by Union members under contract in Company owned and operated routes. Exception for present vendor routes outside city area or products not now sold in city.
It is agreed and understood that during the life of this Agreement the Company will deliver milk and dairy products within the City of Rockford and adjacent areas only through Company owned and operated routes manned by members of the Union subject to the terms of this Agreement. This Article shall not be construed to require the discontinuation of routes already operated by contractors outside of the Rockford City Area or extend to products not now being sold by the Company in the City of Rockford.

(IBT Local 482 - Rockford Dairy, 5/1/60 - 5/1/62.)

B. NO SALE OR LEASE OF ROUTES WITHOUT UNION CONSENT.

1. No employer operated route displaced without union consent.
The Employer shall not allow any routes to be operated by any contractor, agent, peddler, jobber or bobtailer in any territory which would displace an established route now operated by an employee, except as it might be agreeable to both the Union and Employer. (IBT Local 536-Hartford Dairy, 4/1/61-3/31/62.)
2. No transfer of routes without prior Union consent. Conditions spelled out for owner-operated delivery.
 - a. In order to preserve the work and job opportunities of Route Drivers and Relief Route Drivers covered by this agreement, the Employer agrees that he will not transfer a single route to a single truck, independent contractor distributor or a single truck owner operator employee without the prior consent of the Union. The Employer further agrees that no route or portion thereof will be transferred without the prior consent of the Union unless after such transfer, the work or services transferred will be performed by an employee of an employer who is, or prior to such transfer agrees to become, a signatory to this agreement.
(IBT Locals 87, 517, 386, 439, 150, 137, 684 and Joint Council of Teamsters No. 38 - Fluid Milk and Ice Cream Agreement, 9/1/61 - 9/1/62.)
 - b. The Company may not sell, lease, give, transfer from a branch governed by this Agreement to one not so governed, nor otherwise dispose of a route or a plant operation directly or indirectly to an employee, a combination of employees, or an entity controlled by its employees without the written approval of this Union.
(IBT Local 380 -Milk Industry Agreement, 3/31/61 - 3/31/62.)
3. No sale or lease to employees or to others unless sign agreement, without Union consent. If Company fails to find purchaser as above, after notice to Union, no restriction on abandoning routes.
Such duties which are necessary to distribution to the point of sales shall be fulfilled by those employed within covered categories; and provided further, that the Company may neither sell, lease, give or otherwise dispose of a route or plant operation directly or indirectly to an employee, a combination of employees, or an entity controlled by its employees without the written approval of the Union nor shall the Company convey a route or plant operation to any other entity except one which is or shall become a contractual employer of Local 380. If the Company fails to find a purchaser from among the contractual employers of Local 380 or from among those agreeing to be subject to this contract, then the Company may abandon the territory. In this event, abandonment of territory will enable the Company to dispose of its accounts within the territory burdened by no restrictions.
(IBT Local 380 - Dairy Companies' Agreement, 4/1/59 - 3/31/61.)

4. No employee - operated route sold to employees or independent without Union consent, except good faith sale of all or part of company business.
No route operated by an employee member of the Local Union covered by this Agreement, shall without permission of the Union be sold by the Employer to an independent operator or employee for operation as an independent or peddler route. This shall not apply to a good faith sale of all or part of the employer's business. (IBT local 911 - Medo Bel Creamery, 5/1/61 - 5/1/62.)
5. No sale of products for resale unless use Union members under Agreement. Union consent for sale of routes to peddlers. If clause illegal, reopen contract
No goods shall be sold at any plant, nor delivered to any person, firm or corporation for resale from truck which do not employ members of the Teamsters Union in accordance with the terms of this Agreement. No retail milk, wholesale milk or ice cream delivery route operated by an employee member of locals 524, 556, and 839, shall, without the permission of the Union, be sold by the Company to an independent operator or to an employee for operation as an independent or peddler route. No goods shall be sold at the plant for resale to the ultimate consumer except in cases of emergency. It is definitely understood that the purpose of this clause is to contract all of the delivery work of the employer for the members of the Teamsters Union. If any portion of this clause is declared illegal by a court of competent jurisdiction, the contract may be immediately opened for renegotiation of this clause only.
(IBT Locals 524, 556 and 839 - Dairy Cooperative Association 4/1/60 - 4/1/61.)
6. Retail Routes: No sale or lease to employees, without Union consent. Union membership required. No increase in number of independent distributors, with specified exceptions.
Retail Distributors: Sub-Sec. (a) No employer shall sell or lease any retail route during the term of this Agreement to any person who, during the term of this Agreement, has been employed by any signator to this Agreement, without the consent of the Union.
Sub-Sec. (b) Any sale of products for retail route distribution shall be made only to persons who will become members of and maintain membership in the Union.
Sub-Sec. (c) Employer agrees that he will not sell to a greater number of independent distributors than the number of Independent Distributors he sold to as of 3/1/59; provided however, that the number of independent distributors may be increased by the following:
1. Independent Distributors purchasing from a signator to this Agreement.
2. Independent Distributors purchasing from a non-signator to this Agreement, provided such distributor purchases 250 retail units or more per delivery day.
Sub-Sec. (d) The provisions of this Section may be changed only by mutual agreement between the Union and the Industry Negotiating Committees.
(IBT Locals 93, 166, 186, 306, 572, 441, 683, 871, 898, 952 and 982 - Master Dairy Agreement, 3/4/62.)

7. No route transfer to independent without Union consent. Other conditions include signing contract or purchase of minimum amount per route.

The Employer agrees to refrain from doing business with any person engaged in the distribution of fluid milk or ice cream products who has not executed this agreement.

In order to preserve the work and job opportunities of Route Drivers and Relief Route Drivers covered by this Agreement, the Employer agrees that he will not transfer a single route to a single truck owner operator employee without the prior consent of the Union. The Employer further agrees that no route or portion thereof will be transferred without the prior consent of the Union unless after such transfer, the work or services transferred will be performed by an employee of an employer who is, or prior to such transfer agrees to become, a signatory to this agreement.

New or additional distribution of fluid milk or ice cream products shall not be performed by an independent contractor or owner operator employee without the prior consent of the Union, unless said distribution is performed:

- (a) by an employee of an employer who is signatory to this agreement; or
- (b) by an independent contractor distributor who purchases at least two hundred (200) units for distribution per delivery day per route from a source which is not signatory to this agreement; or
- (c) by an independent contractor distributor or Owner operator employee who purchases products for distribution from another employer who is signatory to this agreement.

Hauling from processing plant to depot, federal government installation, or another processing plant, when not performed by employees under this agreement, shall be performed only by individuals or firms operating under a collective bargaining agreement with a Local Union affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

This "Article" shall not be applicable to sales to or routes operated by retail ice cream or canteen service vendors.

This "Article" shall be effective as of September 15, 1961.

(IBT Local 150 - Fluid Milk and Ice Cream Agreement, 9/1/61 - 9/1/62.)

C. NO SALE OR LEASE TO EMPLOYEES. SALE OR LEASE TO OTHERS CONDITIONED BY UNION MEMBERSHIP. (COMPLIANCE WITH CONTRACT, OR OTHER CONDITIONS)

1. Company routes to be operated by employees, no employees routes sold. Jobbers to be Union members.

The Distributor agrees that all jobbers, and/or producer-distributors handling or delivering milk obtained from the distributors, shall be members of the Union in good standing. All routes of the Distributors shall be operated by employees of the Distributors.

Delivery of dairy products shall be made in Company equipment on company time by members of the bargaining unit.

No route operated by an employee of the Distributor, shall be sold, leased, or transferred to any person as an independent or jobber route.

The above clause on transferring of routes shall not apply to the equal transfer of business between the Distributors and established jobbers. Any other transfer other than on an equal basis must be agreed to by the Union. The above clause shall not be interpreted to prohibit the purchase by the Company of business from a jobber. (IBT Local 66 - Seattle Dairy Foundation 3/1/61 - 2/28/62)

2. No sale of routes to employees or former employees. Sale of products for distribution only to union members signing agreement. Section 21. Independent Contractor: It is agreed that the employer may sell products for distribution only to persons who:

- a) will become and remain members in good standing
- b) agree to sign and be bound by the terms and conditions of this agreement.

During the life of this Agreement, the employer agrees not to sell any route to any employee or former employee.

(IBT Local 226 - Milk Distributors of San Francisco and San Mateo Counties, 4/1/61 - 4/1/62)

3. No sale of route or products to persons or employees covered by agreement in last 12 months. Sale of products for distribution only to union members signing agreement.

It is agreed that the employer may sell products for distribution only to persons who:

- (a) will become and remain members in good standing of the Union, and
- (b) agree to sign and be bound by the terms and conditions of this agreement.

It is further agreed that:

- (a) During the life of this agreement the employer agrees not to sell any route to any employee or former employee.
- (b) During the term of this agreement the employer agrees not to sell any route or part thereof to any person who within the previous twelve (12) months has been employed under this agreement.
- (c) During the term of this agreement the employer agrees not to sell any dairy products for route distribution to any person or by any person who within the past 12 months has been employed under this agreement.

(IBT Local 102 - Alameda County Milk Dealers Association, 4/1/61 - 4/1/62)

4. No sale or lease to employees. Sale or lease to others, bound by terms of agreement. Independent contractors not to replace existing employer - employee relationships.

15. ROUTE SALES: (a) No employer shall sell or lease its routes to any of its employees.

In the case of persons other than employees, the Employer shall not during the term of this agreement, sell or lease its routes except to a purchaser or lessee who will employ routemen subject to the terms and conditions of this Agreement.

(b) With respect to dairy products produced by Employers at plants located in the area covered by this Agreement, and which are sold to customers within the State, it is agreed that existing Employer-Employee relationships subject to this Agreement shall not directly or indirectly be replaced with that of independent contractors, nor shall any such Employer permit, allow or enter into any agreement with any individual or group of individuals to distribute such dairy products of the Employer when the truck, vehicle or equipment used in the sale of such products is not owned or controlled by such employer and such individual or group of individuals are not guaranteed all of the benefits of the Agreement, with the local union of the I.B. of T.C.W. & H. having jurisdiction in the area in which they operate.

(IBT Local 148 - Fluid Milk Master Agreement, 4/1/61 - 4/1/62.)

5. No milk supplied to peddler unless member of union, covered by agreement and local union rules. No sale or lease to employees; to others only if subject to agreement terms.

(d) It is mutually agreed that no milk will be supplied to a peddler unless he is a member of the Union and conforms to the working rules of the local union under whose jurisdiction he operates and the regulations of the pertinent agreement.

(f) No employer shall sell or lease its routes to any of its employees. In the case of sales to other than employees, the employer shall not, during the term of this agreement, sell or lease its routes except to a purchaser or lessee who will employ routemen subject to the terms and conditions of this Agreement. Nor shall any such employer permit, allow or enter into any agreement with any individual or group of individuals to distribute such dairy products of the employer unless such individual or group of individuals are guaranteed all the benefits of the agreement with the local union of the I.B. of T.C.W. & H. having jurisdiction in the area in which they operate.

(IBT Local 305 - Portland Milk and Ice Cream Distributors, 5/1/61 - 5/1/62.)

6. No sale or lease to employees nor to others except if comply with agreement terms. Exception for areas not now served by company

(1) The Employer, during the term of this contract, shall not sell or lease its retail and wholesale routes to any of its employees, nor to persons other than employees except to a purchaser or lessee who will employ routemen subject to the terms and conditions of this agreement. This shall not be construed to prohibit the establishment of sub-dealers or distributors in those territories not now being served by the company in the particular type of service under consideration. (IBT local 110 - National Dairy Products Corp. (Sealtest Foods Div.) - 5/1/60 - 5/1/62.)

7. No sale or lease to employees. Sale or lease to others, bound by terms of this agreement or no less favorable agreement with another Teamsters local using routemen. Routes resold to company to be classified as company routes.

Section 1. (a) Before any change in the methods of operation of the Employer is effectuated, which may affect employees covered under this Agreement, the Employer shall first notify and discuss such proposed changes with the Union. Where such proposed change would introduce new job classifications or new types of equipment or affect the wages, hours, and the working conditions, or result in a reduction of employment opportunity to employees covered by this Agreement, it must be mutually agreed upon by the Union and the Employer. No proposed change shall be instituted which will violate any of the provisions of this Agreement unless otherwise mutually agreed. Should a disagreement arise under this section, the matter shall not be subject to arbitration and either party shall be permitted the right to economic recourse to settle a disagreement providing they notify the other party of such action to be taken seven (7) days in advance.

(b) The Employer shall not sell, lease or give away any of its retail or wholesale routes or any part thereof to any of its employees. In the case of persons or entities other than employees, the Employer shall not, during the term of this Agreement sell, lease or give away its retail or wholesale routes except to a person or entity who is bound by this collective bargaining agreement or one containing no lesser term than this Agreement who employs routemen at the time of the sale, lease or transfer, and who will operate such route or routes through the present routemen subject to the terms and conditions of this Agreement.

Routes leased or sold as of the effective date of this Agreement shall, upon release to the Employer or resale to the Employer, be classified as Company routes.

(IBT local 697 - Ohio Valley Dairy & Products, Inc., 6/1/61 - 5/31/63.)

8. No route sale, lease or gift to employee, except interstate business. Sale or lease to others, bound by no less favorable terms. Company bound in event of default. Routes resold to Company to be classified as Company routes.
- (a) The Employer shall not by sale, lease or giveaway, transfer any of its retail or wholesale routes or any part thereof to any of its employees, except inter-state business.
- (b) In the case of other persons or entities, the Employer shall not during the term of this Contract, sell, lease or give away its retail or wholesale routes, except to a person or entity whose wages, hours, and working conditions are no less than those provided in this Agreement.
- (c) The Employer agrees to assume the responsibility of this Section in regard to the continuation of the obligations of such collective bargaining agents in the event of a default of said person or entity. Routes leased or sold as of the effective date of this Agreement shall upon release to the Employer, or resale to the Employer to be classified as company routes and shall be subject to the terms of this Agreement.
- (IBT Local 564 - Sealtest Foods, Inc., 5/1/60 - 5/1/62.)
9. No existing route sold nor distribution method changed. No service to vendors unless Union members. Vendors defined and covered by specific contract provisions.
- (a) The Employer recognizes the Union as the exclusive agency to bargain collectively for all employees of the Employer within the jurisdiction of the Union as covered in the wage schedule of the Agreement subject to the provisions of Section 2.
- All dairy products manufactured or processed by the Employer for resale or consumption shall be delivered by said manufacturing or processing Employer's employees hired under the provisions of this contract. The regular wage or commission rates set forth in this Agreement shall be paid for such delivery, except on dealer sales.
- No employee shall make any verbal or written contracts which conflicts with the Articles of this Agreement.
- The Employer agrees that no existing route shall be sold or displaced by any outside individual, partnership, association, or corporation, nor shall the method of distribution now used by the Employer be changed for the duration of this Agreement.
- The Employer agrees not to service any sub-dealers (vendors) unless such sub-dealers (vendors) are members of the Union in good standing, or apply for membership in the Union not later than 30 days following the beginning of such service and pay the required Union fees to the Union. Sub-dealers (vendors) referred to in this paragraph are those owning all or part of the equipment used in the distribution of dairy products or purchasing products at platform prices for resale.
- Articles Nos. 1 (Union Recognition), 3 (Strikes), 5 (Days Per Week - Hours Per Day), 7 (Vacations and Holidays), and Article No. 10, Section 7 (Relief Route Men) of this Agreement shall apply to sub-dealers (vendors).
- (IBT Local 205 - Milk, Ice Cream and Dairy Industry Agreement, 5/1/60 - 5/1/62.)

10. No sale or lease of retail routes to employees. Upon sale or lease to others, Company to include requirement for routemen to have similar terms as Agreement.

40. The Company shall not sell or lease its retail routes to any of its employees. In the event the Company, during the term of this Agreement, sells or leases to persons who are not employees any of its retail routes, other than in connection with a sale or other transfer of all or substantially all of its assets or stock, Company will insert in the Agreement of sale or lease a provision whereby the purchaser or lessee agrees to employ route men subject to terms and conditions similar to those contained in this agreement.

(IBT Local 680 - Borden Company, Meadowbrook Dairies, Inc., Rockwood Dairy, Inc. and Sealtest Foods Division of National Dairy Products Corp., 11/15/59 - 11/15/61.)

11. No addition to existing independent distributors

Section 7. The employer agrees that he will not, during the life of this Agreement, employ any solicitors or sell to or employ any independent broker distributor for the sale of milk to wholesale or retail outlets, in addition to those to whom the Employer is now selling or in addition to those who are now being employed by the Employer, nor will the Employer make any changes in the present delivery schedule

(IBT Local 361 - Dairy Companies, 4/15/59 - 4/1/61.)

12. No sale or lease to employees or others except if employ present routemen subject to agreement; otherwise, Union right to strike.

43. No employer shall sell or lease its retail or wholesale routes to any of its employees or to any other purchaser, except to a purchaser or lessee who will employ present routemen subject to the terms and conditions of the collective bargaining agreement currently in effect between Local 39 and the Niagara Frontier Unionized Milk Dealers Association, provided, however, that any employer can negotiate with the Union through the Niagara Frontier Unionized Milk Dealers Association with respect to the proposed sale or lease of wholesale or retail milk routes on thirty (30) days written notice to the Union. If an agreement is not reached within such thirty (30) days after such written notice is given and if the employer involved then sells or leases such routes, then the Union shall have the right to strike such employer. In conducting the negotiations the Union agrees to give careful consideration to the problems faced by the employer involved.

(IBT Local 39 - Milk Contract, 5/1/61 - 4/30/62.)

13. If route sold, route driver covered by agreement. Wholesale deliveries by Union members.

Sale of Routes: The Employer agrees that in the event any of the presently established routes or routes established in the future are sold to anyone, the route driver who services the said route will come under the provisions of this Agreement and must adhere to all conditions with regard to days off, days the route operates, etc.

Article 34: Teamsters Jurisdiction. All dairy products delivered to a wholesale account must be delivered by members of the Union. However, deliveries may be made by other than Union members in cases of extreme emergencies. Customers are permitted to pick up dairy products at the Employer's dock. Dairy products must be placed in a location in an establishment in accordance with the directions of the Employer or the customer.

(IBT Local 537 - Associated Milk Dealers of Denver, 4/1/60 - 4/1/64.)

D. BAN OR LIMITATION ON SUBCONTRACTING

1. General subcontracting clause

Section 1 The Employer agrees to refrain from using the services of any person who does not observe the wages, hours and conditions of employment established by labor unions having jurisdiction over the type of services performed.

Section 2 The employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, or non-unit employees except upon the written consent of the Union.
(IBT Local 155 - Affholter Brothers Company, 11/12/61 - 11/11/62.)

2. No subcontracting unless business warrants. Burden of proof on Company. Company to try to avoid layoffs

Article XXVI - Subcontracting. It is the intent of the Company not to subcontract any of the work presently being performed by members of the bargaining unit unless such subcontracting is warranted by the conditions of its business. In the event of any such subcontracting, the Company will use reasonable means to avoid laying off any of its employees. The Company will also give the Union timely notice of any intent to subcontract such work and will discuss with the Union its plans in regard thereto. In the event of a dispute concerning whether or not subcontracting is warranted by the conditions of the Company's business, the burden of proof shall be upon the Employer.
(IBT Local 937 - Dairy Industry, 11/15/60 - 11/15/62.)

E. NO ADDITIONS TO PRESENT VENDORS

1. Vendors classed as employees and paid contract wage scale.

No additions to present vendors.

Whenever the Employer claims the business of a vendor as his property or where the Employer furnishes the vehicle for the use of a vendor, such vendor shall be classed as an employee and shall be paid the wages and commissions as provided in the wage scale, part of this Agreement.

The Employer agrees that it will not during the life of this Agreement, employ any solicitors or sell to or employ any independent broker distributor for the sale of milk to wholesale or retail outlets, in addition to those whom the Company is now selling or in addition to those who are now being employed by the Employer.

(IBT Local 387 - Des Moines Milk Dealers Association, 5/1/61 - 5/1/63.)

2. No addition to existing broker distributors

Section 7. The employer agrees that he will not, during the life of this Agreement, sell to or employ any independent broker distributor for the sale of milk to wholesale or retail outlet, in addition to those whom the Employer is now selling or in addition to those who are now being employed by the Employer, nor will the Employer make any changes in the present delivery schedule. (IBT Local 464 - Vancouver Poly-Party Fluid Milk Agreement, 4/1/60 - 3/31/62.)

3. No addition to existing jobbers If jobber sells route,

to become wage earner. Contract terms apply to all delivery.

It is agreed that no worker will be hired or served by any dairy except at the wages, hours and conditions set forth in this Agreement, and that it is mutually agreed that the provisions of the Agreement prohibit the employment of jobbers who work on the basis of what they can earn despite the fact that such earnings usually fall short of the minimum wages provided for and that the hours of work often exceed the maximum hours provided for; however, when a present jobber sells his route or retires from business he shall then take the status of a wage earner and shall not be allowed to become a jobber buying milk from firms under agreement with Local No. 951. However, he may engage in the delivery of milk, provided he is a producer or if he employs a union man to drive his equipment. To make the above clause effective, no new jobber will be served by any dairy. Current arrangements with jobbers now operating will not be disturbed. (IBT Local 951 - Pierce County Milk Distributors, 3/1/61 and thereafter, subject to sixty (60) days written notice.)

4. No addition to existing vendors. Exception for dealer who closes plant, buys from union employer and observes contract.
Section 5. Vendors. Employers agree during the life of this agreement not to contract with or otherwise serve vendors not already in the market at the effective date, without first notifying the Union which shall immediately notify every Employer signatory to agreement and conduct itself under Article 15: provided that this shall not apply to any milk dealer who closes his plant, purchases his product from an employer signatory to this agreement, and himself abides by the terms and conditions of this agreement.
(IBT Local 371 - Wholesale and Retail Dairy Products Agreement, 12/1/60 - 6/1/63)

F. UNION RIGHT TO REOPEN CONTRACT IF COMPANY SELLS ROUTES

1. Union may reopen contract if company sells route to employee.
No strike clause waived after sixty (60) days.
VI. J. Changed Routes: In the event that an Employer introduces a second milk brand to his account by another driver, or forces an employee to buy his own route, then the Union may open the contract of such Employer on a sixty (60) day notice as to such issues for the purpose of bargaining on such issues only, and in such event the no strike-no lock-out clause shall be waived at the end of the 60-day period.
(IBT Local 471 - Milk Dealers Agreement, 5/1/60 - 4/30/62.)
2. If Company sells products to independent distributors, to negotiate with Union for covered employees
In the event the Employer engages in the sale of its dairy products to independent distributors, it shall negotiate with the Union on those terms and conditions of employment of employees covered by this Agreement, which relate directly to such sales.
(IBT Local 126 - Heinenmann Creameries, Inc., 6/1/59 - 6/1/62.)

G. VENDORS MUST BE UNION MEMBERS

1. Vendors to be union members and sign agreement.

The Union agrees that no dairy can be classified as a Union dairy unless all drivers and dealers delivering their own routes are members of Local 722 and sign and abide by the provisions of this Addendum.
(IBT Local 722 - Beatrice Foods Company, 7/1/60 - 5/31/61.)

2. Vendors must be union members.

Article 34 Vendor clause. A person or persons who purchase their dairy products from a processor F.O.B. Platform or Purchaser's Depot for distribution as their own business in Racine County shall become and remain members of Local Union No. 43.
(IBT Local 43 - Dairy Agreement, 5/1/60 - 4/30/62.)

(b) Vendors distributing the company's products shall be members of the Union.
(IBT Local 916 - Modern Dairy, 6/1/59 - 6/1/62.)

H. SPECIFIC TERMS AND COMPANY CONTRIBUTIONS APPLICABLE TO VENDORS

1. No Change in employee status. Company to pay specified advertising allowance and contribute to funds for vendors who must join union.

Article 45. It shall not be a violation of this Agreement for members of Local 753 to refuse to work for an Employer at a plant where any person or persons delivering milk or dairy products to or from such plants are not members of Local 753, or refuse to become members of Local 753 on the thirty-first (31st) day.

The Processor shall pay twenty-seven dollars (\$27.00) per week to each vendor and to master vendors for each route operated as an allowance for advertising the sale of the processors' products, ten dollars (\$10.00) of which, in the case of the individual vendor, shall be sent to the Union office each Thursday.

The Processor shall pay an additional Three Dollars (\$3.00) per week, beginning May 1, 1962, as an advertising allowance, Thirteen Dollars (\$13.00) of which, in the case of the individual vendor, shall be sent to the Union office for the Vendor Benefit account.

Processor shall provide, as a service to the vendor, a payment into the Pension-Severance Fund and the Health and Welfare Fund for members on their days off. Processor to furnish route rider on all routes purchased or sold after May 1, 1959.

Whenever a party of the first part claims the business of a vendor as his property, or where the party of the first part furnishes the vehicle for the use of a vendor, such vendor shall be classed as an employee and shall be paid the wages and commissions this contract calls for. There shall be no change in employee status of members covered by this Agreement.

Processor agrees to service only vendors in good standing with Union or those presenting an OK card signed by Secretary-Treasurer signifying intention to join
(IBT Local 753 - Chicago Milk Dealers Agreement 5/1/61 - 5/1/63.)

2. Vendors Must be Union members Company to contribute to Health and Welfare and Pension Fund.

The processor agrees to service only vendors in good standing with Local Union No. 301 or those presenting an OK card signed by the Local Union representative.

The processor to pay the Health and Welfare and Pension assessments into Local Union's No. 301 Health and Welfare and Pension funds on the master vendor and individual vendor.
(IBT Local 301 Dairy Agreement, 6/1/61 - 5/31/63.)

3. Vendors to be loaded by employee loader receiving .3% commission on highest current wholesale list price plus regular rate. Specified exceptions. No subcontracting

Article XII - Transfer Operation: Effective as of April 1, 1952, the company shall not in any way or by any device sub-contract or transfer the processing, packaging, handling or distribution of any products to any person or company. The terms subcontract or transfer include, but are not limited to, the mutual exchange, assignment or use of service or facilities, or reciprocal arrangements for such purpose, by producers processors, bottlers, packagers or distributors of products sold or to be sold by the company.

This provision shall not apply to any of the following products: Sour Cream, Yogurt, Kasher Milk, 40% Cream, Whipped Cream Products and Butter, not shall it apply to any new products which were not being processed, manufactured or distributed by any employer signatory to this Agreement prior to April 1, 1952.

In the event any new non-dairy products not covered by this Agreement is introduced, both parties agree to negotiate to adjust same and make it a part of this Agreement.

This Article shall not be construed to prohibit occasional purchases from other Companies in the Milwaukee Area who are signatory to a labor agreement with local 225, when required because of temporary shortage due to emergency.

Article XIII - Vendor: For the purpose of this agreement an independent distributor is an individual, who is not an employee of the company whose products he distributes, engaged in the retail and wholesale distribution of dairy products, who makes deliveries to homes or any place of business. All sales of dairy products in consumer cartons or packages to independent distributors engaged in the distribution of dairy products within the following areas of the State of Wisconsin:

Milwaukee County, Townships of Muskego, New Berlin, Brookfield, Menomonee, Germantown, Wauwatosa, Jackson, Cedarburg and Grafton, shall be loaded at the employer's dock by an independent distributor loader who shall be an employee of the company who shall receive in addition to his regular rate of pay .3% commission on all sales using the highest current wholesale list price in computing such commission regardless of the actual price to such independent distributors.

For the purpose of computing commissions to be paid employees who deliver products to independent distributors, the highest current wholesale list price shall be used.
The provision of this clause shall not apply to:

- A. Sales of dairy products to any person engaged in the distribution of dairy products outside of the above described area.
 - B. Sales of dairy products to independent distributors or haulers for independent distributors, who were being serviced in such capacity, by this company prior to the first day of April 1950.
 - C. Sales to Farmer producers or milk haulers.
- (IBT Local 225 - Dairy and Ice Cream Agreement, 5/1/61 - 5/1/62.)

4. No products sold to peddlers unless with same distributor for 6 months and pay union dues and observe conditions. Company to furnish relief men.

It is agreed that no products shall be sold for resale to peddlers or so-called Independent Milkmen unless they have been working in the same capacity for six (6) months or over with the same distributors, they to pay dues to the Union and work under the same conditions as all other employed, and the Company shall furnish relief men free of charge.
(IBT Local 329 - Purity Milk and Quality Milk Companies, 10/1/60 - 10/1/62.)

I **PRESENT ROUTEMEN GIVEN FIRST CHOICE TO BUY ROUTE**

1. If Company sells route, present routeman given first chance. No subletting to evade contract.

(a) Section Q - In the event the Company decides to sell a route, the route salesman presently servicing such route shall be afforded the opportunity to purchase same in accordance with terms and conditions established by the Company.

(b) Section A - The Company shall not sublet any hauling or job condition for the purpose of defeating any Article of this Agreement.
Section B - It is further agreed that when the Company sublets, rents or loans its trucks or equipment, such equipment shall be operated by members of Local #270.

(IBT Local 270 - Southern Dairies, 6/1/60 - 6/1/62.)